

Lots, 1st Revision to Lots 142  
Prior to SIP

\*UCC-01-1-1\*

State of Mississippi UCC BK 1438 PG 0112  
Financing Statement

UCC-01

1. Debtors (Last Name first for individuals)

Book & Page:

Filed with:

Super D Drugs Acquisition Co.							
Last Name	First Name	Middle Name		Last Name	First Name	Middle Name	
3017 N. Midland Drive							
Mailing Address				Mailing Address			
Pine Bluff		AR	71603				
City	State	Cty Cd	ZIP	City	State	Cty Cd	ZIP
62-1707920							
<input type="checkbox"/> Transmitting Utility							
Tax ID/SSN				Tax ID/SSN			

2. Secured Party (Last Name first for individuals)

3. Assignee (Last Name first for individuals)

AMRESKO Commercial Finance, Inc.				Wells Fargo Bank Minnesota, N.A., as custodian or trustee			
Business Name				Business Name			
412 E. ParkCenter Boulevard, Suite 300				Sixth Street & Marquette Avenue			
Mailing Address				Mailing Address			
Boise		ID	83706	Minneapolis		MN	55479
City	State	Cty Cd	ZIP	City	State	Cty Cd	ZIP
82-0460517				41-1592157			
Tax ID/SSN				Tax ID/SSN			

4. This financing statement covers the following types (or items) of property:

See attached Exhibit "A" for collateral description, which applies exclusively to the following store location:  
6396 Highway 51 North, Horn Lake, DeSoto County, MS 38637. See attached Exhibit "B" for legal description.

THIS IS A FIXTURE FILING TO BE RECORDED IN THE REAL ESTATE RECORDS OF DESOTO COUNTY, MISSISSIPPI.

ACFI #6465 (Unit 8046)



5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral:

- |                                                                                                                                                                                 |                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state | <input type="checkbox"/> where the original filing has lapsed                             |
| <input type="checkbox"/> which is proceeds if the security interest in the original collateral was perfected                                                                    | <input type="checkbox"/> if lien to secure payment of royalty proceeds (effective 1 year) |
| <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the Debtor                                                                        |                                                                                           |

6. Check if covered: ☒ Products of Collateral

7. Number of additional sheets attached: 2

RECEIVED  
JAN 2 10 25 AM '02  
DE SOTO CO.  
MISSISSIPPI  
1438 PG 112

Super D Drugs Acquisition Co. By: Steve Lafrance, President	AMRESKO Commercial Finance, Inc. By: Matt Moore, Vice President
Signature of Debtor 	Signature of Secured Party 
Signature of Debtor	Signature of Secured Party (Required only when filed without Debtor Signature)

**EXHIBIT "A"**  
**to**  
**UCC Financing Statement**

**COLLATERAL DESCRIPTION**

All of Debtor's assets including, without limitation, all of Debtor's Goods, Accounts, Deposit Accounts, Documents, Chattel Paper, Instruments, Inventory, Equipment, General Intangibles (including the franchising rights of Super D and Super D Express RX drugstores, tradenames, trademarks, copyrights, patents, servicemarks and servicenames), Contracts (including, without limitation, Franchise Agreements [and income, revenue and royalties generated therefrom, including, without limitation, advertising fees, transfer fees, renewal fees, training fees, management fees and supplier rebates] and Licenses), Liquor Licenses, trademarks, tradenames, copyrights, patents, servicemarks, servicenames, Investment Property, Electronic Chattel Paper, Letter-of-Credit Rights, certificates of title, fixtures, credits, claims, demands, deposits, furniture and other personal property, now owned, existing, or hereafter acquired, held, used, sold or consumed in connection with the Debtor's business; and any other property, rights and interests of the Debtor which at any time relate to, arise out of or in connection with the foregoing, or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing; and all products, rents, profits, offspring and Proceeds thereof, shall be covered. This description applies exclusively to the Store Location described in Box 4 of the UCC Financing Statement to which this Exhibit "A" is attached.

**NOTICE** – Pursuant to an agreement between Debtor and Secured Party, except as set forth in any intercreditor agreement specifically entered into among Secured Party, Debtor and a third-party lender of Debtor, Debtor has agreed not to further encumber the collateral described herein, the further encumbering of which may constitute the tortious interference with Secured Party's rights by such encumbrancer.

In the event that any entity is granted a security interest in Debtor's Accounts, Chattel Paper or General Intangibles contrary to the above, the Secured Party asserts a claim to any proceeds thereof received by such entity, and the collection and retention of the proceeds of the accounts will violate the rights of the Secured Party named herein.

**EXHIBIT "B"**  
**TO**  
**UCC FINANCING STATEMENT**

**Legal Description**

That certain Stephen L. Lafrance Pharmacy, Inc. Lease Agreement dated October 31, 2001, and all amendments, extensions and supplements thereto, between STEPHEN L. LAFRANCE PHARMACY, INC., an Arkansas corporation, as lessor, and SUPER D DRUGS ACQUISITION CO., a Delaware corporation, as lessee, covering the following-described property located in DeSoto County, Mississippi:

Lot 2, First Revision to Lots 1 & 2 of Arbor Lake Subdivision, situated in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 72, Page 42, as revised in Plat Book 73, Page 10, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

6396 Highway 51 North  
Horn Lake, DeSoto County, Mississippi

ACFI #6465 (swap)  
Unit: 8046

Record Owner: Stephen L. Lafrance Pharmacy, Inc.